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6	UNITED STATES I	
7 8	WESTERN DISTRICT AT SEA	
9	UNITED STATES OF AMERICA,	NO. C20-0085
10	Plaintiff,	
11	v.	Complaint
12	SHAUNA SNYDER aka SHAUNA SNYDER-MONROE,	
13 14	Defendant.	
15	Plaintiff United States of Americ	a, on behalf of its agency, the United
16	States Department of Education (Educa	tion), alleges the following in support of
17 18	its Complaint against Defendant Shaur	na Snyder aka Shauna Snyder-Monroe
19	(Ms. Snyder):	
20	I. Parties an	d Nature of Action
21	1. This is an action by the Uni	ited States to collect student loan
22	debts from Ms. Snyder. These are Fede	ral Stafford Loans, guaranteed by
23	Northwest Education Loan Association,	and reinsured by Education under
24	loan guaranty programs. 20 U.S.C. § 10	•
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II. Jurisdiction and Venue

- 2. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 & 1345.
- 3. Venue is proper in the Western District of Washington under 28 U.S.C. § 1391, because Ms. Snyder resides in Freeland, Washington.

III. Facts

Ms. Snyder borrowed \$21,532.00 and \$6,124.00 from U.S. Bank via two sets of promissory notes.

- 4. From September 1995 through May 1998, Ms. Snyder applied for and was granted five Federal Stafford Loans funded by U.S. Bank, authorized under Title IV, Part B of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1071 *et seq.*, and 34 C.F.R. Part 682. The Federal Stafford Loans' details are more particularly set out in Education's Certificate of Indebtedness #1 of 2, attached as Exhibit A.
- 5. On or about September 29, 1995; August 12, 1996; August 26, 1997; April 15, 1998; and May 23, 1998; Ms. Snyder signed five Promissory Notes by which she promised, in exchange for her receipt of funds from U.S. Bank, to repay the Federal Stafford Loans with interest, fees, and the lender's collection costs, including attorney's fees. True and correct copies of these five Promissory Notes are attached as Exhibit B.
- 6. Pursuant to these five Promissory Notes, U.S. Bank disbursed to Ms. Snyder \$5,500.00 and \$1,906.00 on or about October 2, 1995; \$5,500.00 and \$890.00 on or about September 5, 1996; \$5,500.00 and \$203.00 on or about September 16, 1997; \$1,596.00 on or about May 6, 1998; and \$437.00

on or about May 29, 1998, at a variable interest rate to be established annually by Education. *See* Exhibit A.

- 7. In August 1998 and January 1999, Ms. Snyder applied for and was granted two additional Federal Stafford Loans, also funded by U.S. Bank and authorized under Title IV, Part B of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1071 *et seq.*, and 34 C.F.R. Part 682. The Federal Stafford Loans' details are more particularly set out in Education's Certificate of Indebtedness #2 of 2, attached as Exhibit C.
- 8. On or about August 12, 1998 and January 14, 1999, Ms. Snyder signed two Promissory Notes by which she promised, in exchange for her receipt of funds from U.S. Bank, to repay the Federal Stafford Loans with interest, fees, and the lender's collection costs, including attorney's fees. True and correct copies of these two Promissory Notes are attached as Exhibit D.
- 9. Pursuant to these two Promissory Notes, U.S. Bank disbursed to Ms. Snyder \$5,500.00 on August 18, 1998, and \$624.00 on January 20, 1999, at a variable interest rate to be established annually by Education. *See* Exhibit C.

Ms. Snyder defaulted on all seven Promissory Notes and has failed to repay her debts to Education

- 10. On or about January 31, 2004, Ms. Snyder defaulted on all seven Promissory Notes by failing to make any payments when due. *See* Exhibits A & C.
- 11. Under the terms of the Promissory Notes, when Ms. Snyder defaulted on the loans, her "entire unpaid balance became immediately due

and payable," at the lender's option; Ms. Snyder further agreed that if she failed to make payments when due, she would pay "reasonable collection costs, including attorney's fees, court costs, and collection fees." *See* Exhibits B and D.

Under loan guaranty and reinsurance agreements, all seven Promissory Notes were assigned to Education

- 12. After Ms. Snyder defaulted on the seven Promissory Notes, U.S. Bank filed insurance claims with Northwest Education Loan Association, which had guaranteed repayment of the loans. Exh. A & C. Northwest Education Loan Association made guaranty payments on U.S. Bank's insurance claims in the amounts of \$29,217.31 and \$8,232.06. Exh. A & C.
- 13. In exchange for its guaranty payments to U.S. Bank, Northwest Education Loan Association acquired the right to be paid by Ms. Snyder under the seven Promissory Notes. Exh. A & C.
- 14. Under reinsurance agreements, Education reimbursed Northwest Education Loan Association for the guaranty payments of \$29,217.31 and \$8,232.06. Exh. A & C.
- 15. In exchange for Education's reimbursements, Northwest
 Education Loan Association assigned its rights under the seven Promissory
 Notes to Education in 2008. Education presently holds the Promissory Notes.
- 16. As of January 13, 2020, Ms. Snyder owed Education \$37,013.67 on the five Federal Stafford Loans taken between 1995-May 1998, comprised of \$26,069.52 principal, plus \$10,944.15 interest. Additional interest accrues on the principal amount at the annual rate of 5.46 percent and a daily

accrual rate of \$3.91 through June 30, 2020, and thereafter at such rate as Education establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a. *See* Exhibit A.

17. As of January 13, 2020, Ms. Snyder owed Education \$9,654.93 on the two Federal Stafford Loans taken in August 1998 and January 1999, comprised of \$7,267.21 principal plus \$2.387.72 interest. Additional interest accrues on the principal amount at the annual rate of 4.66 percent and a daily accrual rate of \$0.92 through June 30, 2020, and thereafter at such rate as Education establishes pursuant to section 427A of the higher Education Act of 1965, as amended, 20 U.S.C. § 1077a. See Exhibit C.

Count I – Breach of Contract

- 18. The United States incorporates the foregoing paragraphs as if fully restated herein.
- 19. Ms. Snyder formed contracts with U.S. Bank when she signed the seven Promissory Notes by which she promised, in exchange for her receipt of the loan funds, to repay the Federal Stafford Loans with interest, fees, and the lender's reasonable collection costs, including attorney's fees, court costs, and collection fees.
- 20. Through the loan guaranty and reinsurance agreements and payments described above, U.S. Bank assigned the seven Promissory Notes to Northwest Education Loan Association, and Northwest Education Loan Association then assigned the seven Promissory Notes to Education.

- 21. Ms. Snyder materially breached all seven Promissory Notes by failing to make payments when due and persisted in that failure on or about January 31, 2004.
- 22. Ms. Snyder's material breach of the five Promissory Notes she entered into in 1995, 1996, 1997, and April and May 1998, has caused Education damages of \$37,013.67 as of January 13, 2020; plus interest on the principal at the annual rate of 5.46 percent, and a daily accrual rate of \$3.91 through June 30, 2020, and after that at a rate to be established by Education pursuant to Section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at the statutory rate thereafter.
- 23. Ms. Synder's material breach of the two Promissory Notes she entered into in August 1998 and January 1999, has caused Education damages of \$9,654.93, as of January 13, 2020; plus interest on the principal at the annual rate of 4.66 percent, and a daily accrual rate of \$0.92 through June 30, 2020, and after that at a rate to be established by Education pursuant to Section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at the statutory rate thereafter.

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Prayer for Relief

WHEREFORE, the United States respectfully requests that the Court enter judgment in its favor, as follows:

- a. That Ms. Synder's materially breached seven Promissory Notes by failing to make payments when due;
- b. That, due to Ms. Snyder's material breach of the seven

 Promissory Notes, she is liable to the United States for damages, as follows:
 - For her material breach of the five Promissory Notes executed in 1995, 1996, 1997, and April and May 1998, Ms. Snyder owes \$37,013.67 as of January 13, 2020; plus \$3.91 daily interest from January 14, 2020 through June 30, 2020, and after that at a rate to be established by Education pursuant to Section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at the statutory rate thereafter.
 - For her material breach of the two Promissory Notes executed in August 1998 and January 1999, Ms. Snyder owes \$9,654.93, as of January 13, 2020; plus \$0.92 daily interest from January 14, 2020 through June 30, 2020, and after that at a rate to be established by Education pursuant to Section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a, until the judgment date; plus post-judgment interest at the statutory rate thereafter.

1	c. That Ms. Snyder is liable for the United States' reasonable
2	collection costs, including attorney's fees, court costs, and collection fees; and
3	d. All other relief in favor of the United States that the Court deems
4	ivet and proper
5	just and proper.
6	DATED this 17th day of January 2020.
7	Respectfully submitted,
8	BRIAN T. MORAN
9	United States Attorney
10	s/ Kyle A. Forsyth KYLE A. FORSYTH, WSBA # 34609
11	Assistant United States Attorney
12	United States Attorney's Office 700 Stewart Street, Suite 5220
13	Seattle, Washington 98101-1271
14	Phone: (206) 553-7970 /Fax: (206) 553-4067 E-mail: <u>Kyle.Forsyth@usdoj.gov</u>
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U.S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 2

SHAUNA SNYDER AKA SHAUNA SNYDER-MONROE 1939 HARBOR SANDS LN FREELAND, WA 98249 Account No. XXXXX2113

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/13/20.

On or about 9/29/95, 08/12/96, 08/26/97, 04/15/98 & 05/23/98, the BORROWER executed promissory note(s) to secure loan(s) of \$7,406.00, \$6,390.00, \$5,703.00, \$1,943.00 & \$437.00 from U.S.BANK, St. Paul, MN. This loan was disbursed for \$5,500.00 & \$1,906.00 ON 10/02/95, \$5,500.00 & \$890.00 ON 09/05/96, \$5,500.00 & \$203.00 ON 09/16/97, \$1,596.00 ON 05/06/98, AND \$437.00 ON 05/29/98 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by NORTHWEST EDUCATION LOAN ASSOCIATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 01/31/04, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$29,217.31 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 09/26/08, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments the BORROWER now owes the United States the following:

Principal: \$26,069.52

Interest: \$10,944.15

Total debt as of 01/13/20: \$37,013.67

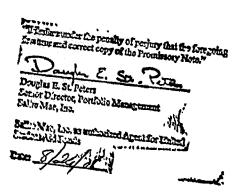
Interest accrues on the principal shown here at the current rate of 5.46 % and a daily rate of \$3.91 through June 30, 2020, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 01/15/20

Litigation Support Unit

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TRUE COPY OF THE ORIGINAL

Promissory Note (continued)

Disclosure of Terms

This Note applies to subsidized and unsubsidized Federal in a now appear to successor and instructive Federal Stationa Leans. I agree that the leader or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

appress.
Al or before the time of my first disbursement, the lender will sand me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities. accompanying this Note.

Interest

"Unless my lender notities me in writing of a lower rate(s), this rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Organizers of Education regulations (collectively referred to as the Act). The rate is presented in the battainent of Borrower's Plobis and Responsibilities.

"Interest accrues on the unpuls principal batance of each loan from the date of disbursement by the lender until the arrive principal balance is paid in full. I agree to pay all interest charges on my unsubsidized Federal Stafford Loan. I agree to pay all interest charges on my subsidized Federal Stafford Loan. I agree to pay all interest payable by the faderal government under the Act.

Unless if hower requested that the furthers that accrues on my

Unless i here requested that the Interest that accrues on my unsphesioned federal Statistical Loan be added to the principal balance of my loan (referred to as capitalization), I will begin paying interest upon disburcement. If I fail to make required payments of laterest before the beginning of principal repay-ment, or during a period of authorized determent or forber rance, I agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Foo and Guarantee Fee

For each loan, the federal government charges an origination For each loan, the idearul government coarges an origination fee equal to the amount required by the Act. The quaranty agency that guarantees my loan(a) (the guaranter) may change a guarantee see not to exceed a maximum amount specified in the Act, I will pay these see, as identified in this disclosure statement, which will be deducted proportionately from each distursment, or my loan(a). I understand the origination and guarantee fees are refundable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I tall to make any part of an instaltment payment within 10 days after it becomes due, the holder may collect from me a late charge not to exceed 6% of each talk instaltment. If I default on a loun(a), I am pay reasonable collection fees and costs, pies coord costs and altionney fees.

Repayment

I am obligated to recay the full amount of the loan(s) and accould interest. Federal Stational Louis have a repayment prace period, usually unit aix months after I and enrollment as at least a half-time student at an eligible school. My grace period will be dargosse in my disclosure statement.

disclosed in my disclosure statement.

If I repy the principal of my lean(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts they years but may not exceed 10 years, exclusive of any period of determent or fortestrance. The holder of my loan(s) will provide me with a repayment schedule that ideasities my payment amounts and due dates. The minimum annual payment required on all my federal Stational, PLUS, and SLS Loans is \$500 or the amount of fasterest doss and payable, whichever is larger, if i am edigible and I request it, my lender must provide me with a graduated or income-sensitive rispayment schedule consistent with the provisions of the Act.

income-sansitive repayment schedule consistent with the provisions of the Act.

Not repayment schedule may include all of my Federal Family Education Loans that are owned by the bodier of this Mote. I some had the holder may grant me a forbastrance for purposes of algaing phymint dates on my loans or to aliminate a delinquency that persists even though I am making scheduled payments.

I may propay all or any part of the uncaid balance on my loans at any time without penalty. If it do not specify which toans I am prepaying, the holder will determine how to apply the prepayment.

the prepayment

Acceleration and Default.

At the option of the holder, the entire unpeld balance shall become immediately due and payable upon the occurrence of any one of the following events; (1) I fail to entole as at least a half-lime student at the school that certified my Application; (11) I fail to use the proceeds of the loan(s) socky for educational expenses; (iii) I make a false representation(s) that results in my

expenses; (iii) I multe a false representation(s) that results in my receiving a locat(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall constitute a default on a loan: (i) I fall to pay the entire enpad belance after the holder has exercised its option under the preceding paragraph; or (ii) I fall to make lostaliment payments when due, or fall to comply full to there terms of the locat(s), and the guarahitor reasonably full other terms of the locat(s), and the guarahitor reasonably followed the man of the locat(s) and the guarahitor reasonably founded my fall on has parisited for at least 180 days for payments due monthly or 240 days for payments due less frequently than monthly. If I default, the glarandor may porchasa my loan, and capitalize all then-outstanding interest into a new orincipal balance, and collection fees will become immediately due and payable.

ofinified balance, and collection ress was decome anameuristy of the and payable.

If I default, this will be reported to national credit bursay if I default, this will be reported to national credit bursay if organizations and will significantly and adversely affect my credit bisloy. I solonowhedge that a default shart have additional adverse consequences to me as disclosed in the statement of Borrower's Rights and Responsibilities. Following default, the ban(s) may be subject to lacome-confinent resprint (including potantial collection of amounts in excess of the principal and Interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the higher Education Act of 1965, as amended [20 U.S.C. 1070 et seq.], other applicable faderal statutes and regulations, and the guarantor's policies. Applicable state law, except as presmiped by federal law, may provide for carrian borrower rights, remedies, and defenses in addition to those stated in this hole.

remedies, and defenses in addition to those stated in this Hote.

If this loan is made by the achool, or if the proceeds of this
loan are used to pay liktion and chaipes of a for-profit achool
that refers loan applicants to the lander, or that is affiliated with
the kinder by common control, confract, or business arrangement, any hooler of this Hote is subject to all claims and defenes which I could assert against the school. My recovery under
this provision shall not exceed the amount I pad on this loan.

If I reade in the state in which the principal office of the
govarietor is located, the guaranter may sue to enforce this foan
in the county in which the guaranter office is located. Howsever, it I object to being sued there and I mad a written objection
to the guaranter that is postmarked no liter than 30 days after it
am served with the suit, the guaranter will either have the count
transfer the suit to the county in which I are or will dismiss the
twent. lawsult.

Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the holder of this hold, or if the holder reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Failure by the holder to enforce or Instit on compliance with any term on the Note shall not be a waiver of any right of the holder. No provision of this Hote may be modified or waived except in writing. If any provision of this lates addressingly the modified of waived except in writing. If any provision of this lates addressingly the membroids to be a realized to the contract of the membroids. Any notice regulard to be given to me will be effective if Note is determined to be unenforceable, the remaining provisions shall remain in force.

Borrower Certification and Authorization I declars under penalty of perjury that the following is true and correct:

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan period certified on the Application.
- (8) I certify that the total amount of loans I receive under this Hote will not exceed the allowable maximums under the Act.
- (4) Certify that I do not now owe a refund on a Federal Pad Grant, Basic Educational Opportunity Grapt, Supplemental Educational Opportunity Grant, or a State Student Incantive Grant and that I am not now in default on any loan received , an in partow in ocution in any can received under the Federal Perions Loan Program (Inckrding MOSL Isars), the Federal Direct Loan Program (or the Federal Family Education Loan Program (or "FELP" as defined in the statement of Borrower's Rights and Responsibilities) or, if I am in default, I have made payment arrangements that are satisfactory to the holder.
- I authorize my school to pay to the holder any refund, that may be due to me, up to the amount of the loan(s).
- (8) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations,
- 17) I authorize the release of information pertinent to r aumotors the resease of micrometer pertinent in this loan: (i) by the school, current holder, and the guarantor, or their agents, to mambers of my immediate family unless I submit written directions otherwise; and, (ii) by and amongst my schools, landers, guarantors, subsequent holders, the Department of Education, and their agents.
- (B) So that the loan(s) requested can be approved, it authorize the Department of Education to sond any Information about me that is under its control, including Mormation from the Free Application for Federal Student Aid, to state agencies and nonprofit organizations that administer tinancial aid programs under Use FFELP.

Poor Source Original Document Retained

School Certification

School Certification
I hereby carify that the borrower named on this
Application is accepted for enrollment on at least a half-time
basis and is mailing satisfactory process in a program that is
estable for the loan type(s) certified. I certify that the student
is an eligible borrower in accordance with the Act. I further
certify that the borrower's eligibity for a Pett Grant has been
determined, that the borrower is not incarcerated, and that the
borrower has been determined eligible for loan(s) in the
amount(s) certified. I brither certify that the disbursement
achedule compiles with the requirements of the Act and
hereby authorize the guarantor to adjust disbursement dates

If necessary to ensure compliance with the Act. I further certify that, based on records evaluable and due legisly, the borrower has met the requirements of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that the Information provided in the Borrower and the School Sections of the Application (including loformation supplied in discincile formal) is true, complete, and accurate to the bost of my knowledge and ballet. I agree to provide the borrower with confirmation of any transier of sands through EFT to the borrower's student account.

tales.

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Application and Promise	on Note for 0			RECEIVED
Federal Stafford Loans <i>«</i>	ory typicator.	I WATER NO	thwest Educa	· · · · · · · · · · · · · · · · · · ·
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subject to penalties which may include fines or imprisonm	ent under the United States Criminal C	ode Loc	in Association	1-800-732-1077
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borrower section	FintNerra	Pilli		Security Number
SNYDER-MERROSS	. EHAUNA			2113
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Relationship to Borrower	· · · · · · · · · · · · · · · · · · ·		employer_	
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Loan Assistance Requested 11. I request the following loss type(s), to the extent I is	am etigible (see instructions):	Subildi	ed Federal Stations	b. Unaubsidized Federal Stations
12. I request a total amount under these loan types not	to exceed (see instructions for loan m	naximums):	` [.	
why school will cartify my eligibility for each loan by	pe for jubich am applying. The amou in a disclosure statement:	est and	\$	6, 370,.00
AB If I check yes, I am requesting postponement (detà	sment) of repayment for my Stafford a	ind prior	sat a deferment	b. No, I do not want a deferment
SLS loan(s) during the in-school and drace periods		iene kriterir	14	
14. If I check yes, I am requisiting that the bender add to prior GLS (build) which accrues during the kn-scho	of and deferment periods, to my loan	principal. (E ve. 14	ent try interest capitalized 🕏	b. No, I prefer to pay the laterest
(capitalization). If I check no. I prefer to pay the in			**	
18. If my school participates in electronic funds transit the loan proceeds, received by EFT to my student at	et (Et.1)' i enmolate me acatoli to mind	a, Yek, tra	nsferfunds	b. No, do not transfer funds
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Promissory Noto Promise to Pay: I promise to pay to the lender, or a sub- floer which may become due as provided in this Note. I have reading it including the whilen on the reverse side, ever- feet it including the whilen on the reverse side, ever- certifies I have read, understand, and agree to the terms the accompanying Borrower's Rights and Responsibilities. THIS IS A LOAN(S) THAT MUST BE REPAID 18. Borrower's Signature:	prequent holder of this Promissory No I fail to make payments carthis Holder yound by refusing to accord any debut it if otherwise advised. I am entitled to and conditions of this Application and as statement. 22. Behood CoolerBranch ERSIT OCO 25. Federal Expected Famo, 26. Cost of Attendance NG 28. Federal Expected Famo, 28. Estiphised Financial Aid 38. Estiphised Financial Aid 39. Christed Loan Amounta a. Subsidized 8 (1041) 32. Londer CoolerBranch 19. Amount(0) Approved a. Spheldized 8 19. Amount(0) Approved a. Spheldized 8	te, all surine discoursed (herealt when doe, I will also pay reason that it is saued. I hunder an exact copy of this Promissi Promission Hotel including in 12800. 127, 070	ir toan" or Toans") under the terms able collection costs, including attoitend that the is a Promissory Note that the is a Promissory Note is the Berrower's Rights as a Borrower Certification and Authority (Including a Borrower Certification and Authority (Including a Borrower Certification	intinued on the reverse side, of this Hote, plus interest and other of this Hote, plus interest and other he's feet, count costs, and collection I will not sign this thole before. I will not sign this thole before. I will not sign this toole before. I want of Responsibilities, the signature attains printed on the reverse side and in a without on the reverse side and in a without of the control

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Promissory Note (continued)

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Disclosure of Terms

This light applies to subsidized and unsubsidized Federal Stations Loans, It agive that the limber of any subsidiously holder may assign my loan(s) and attnowledge that either loan mily be assigned independently of the other loan to which this Hole

applies.
Al or before the time of my first disbursement, the leader will
seed me a disclosure statement identifying udditional terms of
each loan, important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note. May M.

Interest

Unites my lender riptiles me in writing of a lowist fate(s), the rate(s) of intrest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively, referred to as the Act). The rate is prespical of the satient period of Boptomer's Hights and Responsibilities.

Interest accuses on the ungeld principal balance of each journ from the data of disturberment by the lender uptil the entire principal balance to paid to full. I agree to pay all interest changes on my associations federal Station of Loan except interest payable by the federal Station (as next continues to make the provinces to make the provinces to make the principal station (before Interest Changes on my substituted Federal Station) can except interest payable by the federal Station to the interest that accrues on my unsubstituted Federal Station to an entire that accrues on my unsubstituted Federal Station to an entire that accrues on my unsubstituted Federal Station to a principal.

unees I have requested use to interest that secures on my necessities federal Statisted Lean be added to the principal balance of my lean (referred to as capitalization), I will begin paying interest upon distoursement. If I fall to make required payments of longest before the beginning of principal repay-ment, or giving a period of authorized determined or forbestrance, agree that the holder may capitalize such interest to the extent permitted by the Act.

Origination Fee and Guarantes Foo '

For each loan, the (ederal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantee my loan(s) (the guarantee) may charge a guarantee it is only to exceed a maximum amount absoluted in by Act. First pay these feet, as identified in the disclosure statement which will be deducted proportionately from each disbursement of my long(s). I understand the origination and gorannias fees are retundable only it is disbursement to conceiled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I fail to make any part of an installment payment within 10 days after it becomes due, the holder may collect from mg a late charge not to exceed 5% of each late installment. If I default on a load(s), I start flay reach of able collection fees and coals, plus court costs and attempt fees.

Repayment

Repayment

I am obligated to repay the full amount of the loans) and packness interest. Federal Stafford Loans have a repayment price period, extract interests. Federal Stafford Loans have a repayment price period, extractly unit also mobiles after? and caroliment as at least a faith-fine student at a received sechool. My grape period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally tests they ware but may not excepted 10 years, exclusive of any period at deferment or followances. The holder of my loan(s) will provide me with a repayment schoolse that identifies my payment amounts and due dales. The mislanum spaula payment required of all my federal staffort. Pulls, and \$15 Loans is \$600 or the amount of interest. due and psyabla, whichever is larger. If I am eligible and L requist R, my lander must provide me with a graduated of income-sensible repayment schoolse consistent with the profitions of the Act. profisions of the Act.

profitions of the Act.

My repayment schedule may include all of my Féderal Faraby
Education fugus that are belied by the holder of this Hole. I
series that the holder may great may a forteerabce for purposes
of aligning payment dries on my losses or to stiminate a delinquency that persists even though I am making scheduled

payments.

I may prepay all or any part of the unpaid balance on my.

Is may prepay all or any part of the unpaid balance on my.

It do not specify which loans I am prepaying, the holder will determine how to apply the prepaymant.

٠. Acceleration and Default

At the option of the hotter, the entire unpaid between shall, become immediately due and payable upon the occurrence of any one of the following events: (1) I tail to enroil as at least a half-time student at the school that cartified any Applegition; (1) I tail to use the processed of the leading) solely for educational expenses; (III) I make a take representation(s) that results in my receiving a loan(s) to a phoch is an not eligible; or (iv) I defout on the lean(s).

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into comply manys) so grown an union angular, or in the loan(s).

"The foldyding events shall consider is default on a loan:
"I) I fall by by jile shift umpaid balance shirt the holder bash:
coincised its option under the preceding paragraph; or (U)!
Ill loanise installment payments when dus, or fail to comply
with other light of the loan(s), and the gutarator reasonably:
concludes I no longer intend to honor my repayment obligation,
maked on it have here energisted for at least 180 days for

concludes, I no longer intend to honor my repsyment obligation, psychologing for the last 180 days for payments due monthly or 240 days for payments due less frequently than monthly. It is dutall, the guarantor may purchase my ken, and captaints at the outstanding interest into a new principal balance, and collection feels will become immediately due and payabla.

If is default, this will be reported to restone credit bureau organizations and will significantly and advarsely affect my credit history. I accordingly that a default shall have adjusted in the statement of the statement of the control of the co

Governing Law and Notices

Governing Law and Notices

The terms of this Mote will be interpreted in accordance with the Higher Education Act of 1965, as amended [20 U.S.C. 1970] to seq. (, other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies; and detenses in addition to those stated in this Note. If this losa is made-by the school, or if the proceeds of this losa are except to pay titled and expense of a for-profit school into the federal form applicants to the fender, or that is aftifiated with the lender by common control, contract, or business arrangement, any holder of this Pipt is subject four taking and delenses which it could make a gristed the school. My recovery under this provision shall not exceed the amount I paid on this losa. If I reside in the state in which the principal office of the guarantor may have to selected this out. However, if I object to being sued there and I mail, a written objection.

ever, it i object to being seed there and I mail a written objection to the guarantor that is postmarked no later than 30 days after it arm served with the suin, the guarantor will either have the court transfer the suit to the county in which I live or will distripts the

bristift

maked by first class well to the pitest address I have provided to
the holder of this Hote, or if the holder-reasonably determines
that this address is no longer my address, to the latest address
that this address is no longer my address, to the latest address
secured by the holder from the Opportuneal of Education or other
retiable course. Failure by the holder to enforce or Insist on
compliance with any term on this Hote shall not be a waker of
any right of the holder. Ho provision of this Hote may be
modified or waked except in writing. If any provision of this
Hote is determined to be unenforceable, the remaining
provisions shall remain in force. provisions shall remain in force.

Borrower Certification and Authorization 1 declare under penalty of perjury that the following is true and correct:

- (1) I certify that the loformation contained in the.

 Borrower Section of the highlication is true,
 complete, and correct to the best of my knowledge and belief and is made in good takh.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendince ob at least a half-lime basis at the certifying school for the
- toan period certified on the Application.

 (3) I certify that the total amount of loans I receive ...

 under this Note will not exceed the allowable maximums under the Act.
- I certify that I do not now owe a refund on a I ceruly that I do not now owe a refund on a -Fideral Pell Grant, Basho Educational Opportunity Grant, Suppenental Educational Opportunity Grant, or a State Student incentive Grant and that at him the first Student incentive Grant and that and the Federal Perkins Loan Program (including MOSL loans), the Federal Direct Loan Program, or the Fideral Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, If I am in detault, I have made payment arrangements that are satisfactory to the holder.
- (a) I sutholize my school to pay to the holder any refund that any be due to ma, up to the amount of the toan(s).
- (6) I suitharize the holder(s) of my loan(s), the quarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- I authorize the release of information pertinent to I authorize the release of Information perthent in this loan: (i) by the school, current holder, and the generator, or their agents, to members of my immediate family unless I submit written, directions otherwise; and (II) by and amongs my schools; leaders, purathers, subsequent, holders, the Department of Education, and their aperts.
- (B) So that the loan(s) requested can be approved,
) authorise the Department of Education to
 send any information about me that is under
 its control, including information from the From
 Application for Federal Student Aid, to state agencies and ponerofit organizations that , ... the FFELP.

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School Cartification

School Carlification

thereby certify that the borrower ramed on this

Application is accepted for enrollment of all least a ball-time
basis and is making axisfactory progress in a program that is
existly for the load type(s) certified. I certify that the student,
is an eligible for twe in accordance with the Act. I wither certify that the borrower is absolutely for a Peti Grant has been
exiterritied, that the borrower is not incarcerated, and that the
software has been detarmined adolbts for loads; in the
amount(s) certified. I further certify that the disbursement
schedule complies with the requirements of the Act and
hareby suithout the guarantor to adjust disbursement dates.

If necessary to ensure compliance with the Act. I further certify that, based on records synthate and due finality, the borrower has met the requirements of the Splective Service Act, that the borrower is not liable for an oyen-payment of any federal grant made under the Act, and that the information provided in the Borrower and the School . Sections of the Application (Including Information supplied in electronic formal) is true, complete, and accurate to the best of my innewledge and belief. I agree to provide their borrower with confirmation of any transfer of funds through EFT to the borrower's student account.

Application and Promisson Federal Stafford Loans (subs	y Note to:	· Guarantor or Progr	ram Identification	0.00 on -001
Federal Stafford Loans (subs	dizod end unsubsidized)	W N	orthwest Edu	acation (206) 461-5470
MB No. 1840-0717 Form Approved Exp. Date CSA UNA STARING: Any person who invokeply makes a false statement or microp makes which may licelule final or imprisonment under the United States	HOFFIFZOAN CERTER		an Associal	•
Borrower Section		Pl	ease print nëstly or ty	po. Read the Instructions carefully,
Last Hame	First Name	•	M	2. Bodal Security Number
NYDER Permaneni Sirent Address (E.P.C. Box, see Instructions.)	SHAUNA	4. Telephone Humber	•	E. Loun Period (North-Vezr)
340 E PRICE ST	<u> </u>		35-5375	From: 8/97 Te 5/98
PORT HADLOCK	MA PESSY	NA COMMON TO THE PARTY OF THE P	mber (List state abbreviation fin	t)
Lander Name City US Faulk	State Zip Code	S. Lander Ceda, Il kno	H13	P. Date of Birth (Month/Day/Your)
). References: You must provide two separate references with	134			•
1. <u>I.O.A. SNY</u>	T AVE NE # 109	& _CE	RADDOCK D VE	RSER
Cty, State, Zo Code POULSED			ORT TOWNSEND	WA 78368
Area Code/Telaphone	697-4507		360 <u>379-9</u>	
Reliationship to Berrower MDF5-E-			calorcer	
Loan Assistance Requested		_		
fil. I request the following four type(s), to the extent I am ali		,	Sized Federal Stallord	L Unsubelified Federal Stafford
12. I request a total amount under these loan types not so ext. My school will certify my eligibility for each loan type for other details of my loan(s) will be described to me in a di-	which I am applying. The amount an	oma): d	\$	5, 703 .00
 U1 check yes, I am requesting postponement (deferment SLS loss(s) during the in-school and grace periods. If I c 	of repayment for my Stafford and p	for . X a. Yes, i	want a deferment	🗖 b. Ho, I do not want a deferment
M. If I check yes, I am requesting that the lender add the late	rest on my unsubsidized Stafford an	٠٠٠ ا		
				Y
prior SLB loan(s) which accrues during the in-echool and (capitalization). If check no, I prefer to pay the letterest.	deferment periods, to my loss princ	PA DaYes,	want my interest capitalized	b. He, I prefer to pay the interest
(capitaEntion). If check no, I prefer to pay the letarest. If my echoel puricipates in electronic funds triester (EFF- the local proceeds received by EFF to my student account Promissory Note Premiss to Pay: I promise to pay to the lender, or a subseque), I authorize the school to brander	sums disbursed (heres	ransfer funds The Toan" or Toans't under the	Continued on the reverse aide, a terms of this Hote, but states and other
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(capitatenton). If check no. I prefer to pay the letteret. If I Improved participates in electronic hands treaster (EFF the loss proceeds received by EFF to my student account the loss proceeds received by EFF to my student account premise to Pays. I promise to pay to the lender, or a subseque less which may become due as provided in this Note. If I fail it fest, I understand I my causel or reduce the size of any local receiving the locating the writing on the reverse side, even if ethe certifies I have read, understand, and egree to the terms and or the accompanying Borrower's Rights and Responsibilities start THIS IS A LOAN(S) THAT MUST I BE REPAID.	nt holder of this Promissory Hote, all or make payments on this Hote when by ministry to accept any distribution minise advised, I am entitled to an ex- sociations of this Application and Prov	sums disbursed (hereat doe, I will also pay rease of that is issued, I uad	maraier funds Itel "loan" or "loans") under the state optiection costs, including that this is a Promisson over Note and the Rommer's	a. No, do not transier funds Continued on the reverse aide, a terms of this Hote, plus interest and other an efformer's fees, court costs, and collection by Note: a will not sign this Note before lights and Fesponshiffiles. My squasture Authorization printed on the reverse side and
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(cabitatenton). If check no. I prefer to pay the letarest. If it my school participates in electronic hands trassite (EFF the loss proceeds received by EFF to my student account the loss proceeds received by EFF to my student account promises to Pay: I promise to pay to the lender, or a subseque sees which may become due as provided in this Note. If I fail the set, I understand I may caucel or reduce the state of any local section is, its claim to the section of the coulding the writing on the reverse side, were if with sertifies I have read, understand, and egree to the terms and or he accompanying Borrower's Rights and Responsibilities start this IS A LOAN(S) THAT MUST IF REPAID, its, Borrower's Signature Chool Scotlon. School Name (ASHINGTON STATE UNIV.	nt holder of this Promissory Hole, all or make payments on this Hote when by refusing to accept any distribution makes payments on this Hote when by refusing to accept any distribution makes advised, I am entitled to an another or this Application and Promise advised.	sums disbursed (hereat doe, I will also pay near on) that is issued. I und not topy of the Promis alsony Hote, including t	ranater funds itel "loan" or "loans") under the possible collection costs, including that that this is a Promisso copy Note and the Borrower has Borrower Cardification and. Today's Date (MontM. To be complete 28. Tricphane Humber (509) 33:	La. No, do not transfer funds Continued on the reverse aide, to terms of this Hote, plus interest and other no attempts fees, court costs, and costection of yolds. I will not sign this licet before tights and Responsibilities. My sheature Authorization printed on the reverse side and DayNear) S/24/97
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Promissory Note (continued)

Disclosure of Terms

This Note applies to subsidized and unsubsidized Federal ... Stafford Louis, if agree that the torder or any subsequent holder may assign my loan(s) and actingwise pe that either loan may be assigned independently of the other loan to which this Hote ADDÍAS.

appins.
At or before the time of my first disbursement, the lender will send me a disclosure statisment islambying additional terms of each leas. Important additional information is also disclosed in the statement of Borrowin's Rights and Responsibilities. accompanying this floir.

Unites my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1985, as amended, and appricable U.S. Department of Education regulations (collectively referred to as the Act). The rate is presented in the statement of Borrower's Rights and Responsibilities.

Rights and Responsibilities.

Interest accruies on the unpaid principal balance of skich iden from the date of disbursament by the lender until the entire principal balance is paid in full, I agree to pay all interest charges on my thaubsidized Federal Stational Loan. I agree to pay all the setting the latenest charges on my subsiditied Federal Stational Loan except interest payable by the federal povernment under the Act.

Unless I have requested that the Interest that accrues on my unabactional Federal Stational Loan except balance of my loan (referred to as capitalization), I will begin paying interest upon disbursament. If I fall to make required appropriate in ferrest begin the precision of indicated interest.

payments of interest balors the beglanlag of principal repayment, octoring a period of authorized determent or fortestance, I agree that the holder may capitalize such interest to the extent permitted by, the Act.

Origination Fee and Guarantée Fée

For each loan, the lederal povernment charges an origination fee equal to the amount required by the Act. The guaranty sopency that guarantees my loan(s) (the guarantees my banks) a plurantee fee not to exceed a maximum amount appointed in e puramete we not to excess a measurum amount appoints or 'Us Act. I will pay these fets, as identified in the discrissive statement, which will be deducted proportionality from each — 'disbursement of my loan(s).' I understand the opigination app-guarantes test are refundable only it g disbursement is caficeled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs .

If It is make any part of an instalment payment within 10 days after it pacomes due, the holder may collect from me a late charge not to exceed 6% of each late installment. If I default on a load(s), I stall pay text and a content necessary court costs and attority free.

Repayment

Repayment

I am obligated to repay the full amount of the loan(a) and, accrued interest. Federal Stafford Loans have a repayment throe period, usually until she months after I end emoliphent as at I least a half-time student at an eligible school. My grace period, will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) to periodio installments during a sepayment period(s) that begins on the day immigritably following the end of my grace period. My principal trapyment period for each loan generally issus five years but may not acceed 10 years, exclusive of any period of determent or forbestrance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due dates. The minimum annual payment required on all my Federal Stafford, PLUS, and SEL least is \$500 or the amount of interest, due and payable, whichever is larger, [i] am sEgible and I request it, my lender must provide me with a graduated or incorres-anable repayment echedule consistent with the provisions of the Act.

provisions of the Ad.

All repayment schrödig may include all of my Federal Family Education Loans that a re-comed by the holder of this Rote. I agree that the holder may praint mis a forbearance for purposes of aligning payment dates on any loans or to eliminate a delin-liquency that persists even though I am making scheduled

I may prepay all or any part of the onpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the prepayment.

Accoleration and Default

According a the following events: (1) I fail to carroll as at least a hour from a the coordinate which any one of the following events: (1) I fail to carroll as at least a hour fine attribute at the echool that certified any Application.

(ii) I fail to take the prospects of the loans) solicy for advantional expenses; (iii) I make at least expresentation(s) that results in my receiving a loans) for which I am not eliable; or (1) I detailed on.

The loan(s).

(1) p following eventy ship constitute a detail on a loan:
(1) full to be the applies included balance after the hidder has "
exercised its option ander the preceding paragraph; or (ii) [exercised its option under the preceding paragraph; or (II) is tall to make installment payments when due, or fall to comply with other terms of the loan(s), and the guarantor reasonably concludes I no longer intend to hohor my repayment obligation, provided my failure has persisted for at least 180 days for payments due monthly or 240 days for payments due leas frequently than monthly. If I default, the guarantor may purchase my loan, and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and graphe. due and payable.

in if I default, this will be reported to national credit bureous organizations and will significantly and adversely affect my credit hydroxylates with symmetry and overlap states of the history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the statement of Botrower's Rights and Responsibilities. Following default, the loan(s) may be subject to income-contingent represent (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

Governing Law and Notices

The temp of this lifete will be interpreted in accordance with the Higher Education Act of 1985, as a medical (20 U.S.O., 1070 et seq.), other applicable focus statutes and regulations, and the guaranter policies: Applicable state law, except as precupled by federal tank, may provide for certain borrower rights, remedies, and deslayes in addition to those stated in this high. If this local is made by the school, or if the proceeds of this loan are used to pay turtion and charges for a for promise chool that refers loan applicants to the lender, or that is attituted with the lender by common control, continuous business arrangement, any holder of this Hole is subject to all clubs and defenses which it could assert spatial the school. My recovery under this provision shall not exceed the amount I paid on this loan. If I reside in the state is which the proceed of the pourantor is located, then ever, if I object to being sued there and I might a written objection to the guaranter that is postumized on later than 30 ctays atternance and accounty in which the guarantor will be an account of the guaranter that is postumized on later than 30 ctays atternance and account of the guaranter that is postumized on the form and defines the investion.

An account of the county in which I do no mail defines the investion.

transfer the suit to the county of which a tree of me wanted the suit.

Any police required to be given to me will be effective if maked by first class mall to the latest address? I have provided to the bodger of this folia, or if the holder resonably determines that the address is no longer my address, to the latest address secured by the bodger from the Department of Education or other relatible source, "Falliure by the holder to enforce of instendion compliance with any term on this hold shall not be a waiver of any right of the holder. No provision of this Hols may be modified or waived accept in withing: If any provision of this hole is determined to be unanloceable, the remaining nondations shall remain in force. provisions shall remain in force.

Borrower Cortification and Authorization I declare under penalty of perjury that the following... is true and correct

- (1) I certify that the information contained in the Borrower Section of the Application is tive, complete, and correct to the best of my knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to, educational expenses for atlendance on at least a pay that pass at the celliplud action to the
- I certify that the total amount of loans I receive under this Hote will not exceed the allowable maximums under the Act.
- I certify that I do not now owe a refund on a. Federal PAI Grant, Basic Educational Opportunity.
 Grant, Basplemental Educational Opportunity
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 - (5) I authorize my school to pay to the holder any refund, that may be due to me, up to the amount of the loss(s).
- (6) I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report intermition concerning my loan status to proper persons and organizations.
- t authorize the release of information pertinant to this loan. (I) by the school; current holder, and the quarantor; or their acepts, to members of my immediate family unless? I submit writigh directions otherwise; and, (II) by and amongst my schools, landers, putrantors, subsequent holders, the Department of Education, and their agents.
- So (Intuite Rime) requested can be approved,
 So (Intuite Rime) Department of Education to
 send any information about me that is ender
 the control, including information from the free
 Application for Foderal Student Aid, to state
 agencies and nonprofit organizations that
 administer financial aid programs under
 the ESTE O the FFELP.

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School Cortification

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Application is accepted for enrollment on at feast a hulf-time
basis and is making satisfactory progress in a program that is
eligible for the foan type (s) cartifact. I centry that the student
is an eligible borrower is accordance with the Act. I further
contry that the borrower's eligibility for a Pail Grant has been a
determined, that the borrower is not incircostiled, and that the
borrower has been determined eligible for loanty is his
amount(s) certified. I further cardly had the disbursement
schedule complies with the requirements of the Act and
in the way was they have the corrower in the first the more of the act. hereby authorize the guarantor to adjust disturnement dates

it necessary to ensire compliance with the Act. I faither certify that, based on records available and doe locality. In borrower has got the requirements of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that the information provided in the Borrower and the School Sections of the Application (Including Information supplied in electronic format) is true, complete, and accurate to the best of my knowledge and basel. I agree to provide the borrower with confirmation of any transfer of fonds through EFT to the borrower's student account.

LALA

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Federal Stafford Loans (a)	เหมือดที่ ลักส์ มกรแก่เห็นโดยที่	No	orthwest Education &	206) 461-5470
DMB No. 1840-0717 Form Approved Exp. Data 02/01/99 . WAXDESS: Any person who have been provided y midder a tobar statement or mister; was block may lead to faute or imprise on an under the United State Destroy U.C. Standling.	O MECEIVED		Th Association	800-732-1077
persistes which may besinds fact or inspriences and winder the United State	comprome the solar in 1908	GOSHAL POL	<u> </u>	
Borrower Section :	FIGH NAME OF THE PROPERTY OF THE		use print neatly or type. Read the instr III 2, Social Security Numb	
SNYDER ,	SHOUNA'S EANX	,	, 12,500	2113
f. Permanent Street Address (N.P.C. Box, see Instructions.)	2	4. Telephone Number	8. Lists Period (Monthly	(ew)
340 E PRICE ST			5-5375 Frên: 5/9B	TH 7/98'
PORT HADLOCK	WA 78337	NA NA	iber (List state abbreviation first.)	•
i. Lander Harne	State Zip Code	B. Lender Code, Viknou	9. Date of Birth (Nonth/C	Tay/Your)
U.S. Bank		811698		53:
10. References: You must provide two separate references with	CONTROL U.S. activesses. The frattering	rrence should be a parent	or legal guardian (4 Bidra). Both references jours be as	
	each Dr.			200
Cay, State 20 Cook , Tart-Orc		The Fe		98368
Ape Code/Telephone (340)	169-9044	(84		-d- '
Halasonahip to Borrower	er		lausyer, frit	~
Loan Assistance Requested			• ,	, ,
(1. I request the following loss type(s), to the extent I sen of	<i>(</i>)		zed Federal Stafford 🔲 a. Önsubskilbed	Federal Statford
12. It request a total amount under these loan types not to ax 14y achool will certify my slightlifty for each loan type for other details of my loan(s) will be described to me in a d	pest (see instructions for loan mixin which I am applying. The amount ar	numa); id	\$, 1	943 ,00
ether details of thy localist was be described to the in a si 12. If Lobeck yes, I am requesting postponament (deferment 81.5 local(s) during the in-school and grace periods. If I			ranks deferment	want a deferment '
SLS loan(s) during the in-school and grace periods. If I M. If I checkyes, I am requesting that the lander add the ini			rant a desirated	Marut a petertilitor .
prior SLS loan(s) which scoruse during the in-school as- (capitalization). If I check no, I prefer to pay the interest	d delerment periods, to my loan princ	ipal 🗆 a Yes, Iv	vant my interest capitalized 💢 🖨 No, i prefer h	o pay the interest
 If any school participates in electronic funds transfer (EF) the loan proceeds received by EFT to my student account 	(), I sutherize the school to transfer	🖄 a. Yes, 1/2	unter tunds	unster kunde .
Promissory Note Premiss to Pay: I pomiss to pay to the lendar, or a subseque less which may become due as provided in this Note. If I fall less. I understand I may cancel or reduce the size of any loan	ent bolder of this Promissory Note, all to make payments on this Note when by refusing to accept any disbursame	l sums disbursed (heresh dus, I will also pay reason m) that is leaved. I under	Continued on a "loan" or "loans") under the terms of this Note, plu table collection costs, including attempt's fees, countriand that this is a Promissory Note. I will not sign it	the roverse side; or interest and other costs, and collection his Note before
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Promissory: Note (cöntinued)

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Disclosure of Terms

This Hote applies to subsidized and unstitutifized Federal Stifferd Leans. I agree that the lender or any subsequent holder may assign my losin(s) and acknowledge that either is an may be assigned independently of the other load to which this Hote applies.

At or before the time of my first distripsement, the lender will send me a disclosure statement identifying additional terms of each biant important additional infifunation is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

accompanying this Note.

Interest

Unker my jender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education. Act of 1865, as amended, and applicable U.S. Department of Education regulations (collectively, inferred to assist Act). The rate is presented in the statement of Borrower's Rights and Responsibilities;

Interest speculation the unput opticable baseds or each thin I from the date of statement by the lendes until the applice principal basines is puid in full. I agree to pay all makes charges on my unsubskilzad Féderal Stations (collections). I agree to pay all makes charges on my subsidized Federal Basinos I calm occept interest charges on my subsidized Federal Basinos I calm occept interest charges on my subsidized Federal Basinos I calm occept interest charges on my subsidized Federal Basinos I calm occept.

Interest charges on my substituted Federal Stations (Cura recept interest charges on my substitute of the Act. "
Unless I have requested that the Interest that accrues on my unautisticate Federal Stations Loan the added to the principal batance of my loan (referred to as explicitation); I will begin paying Interest upon disbursement. If I fall to make required payments of infurest before the beginning of principal reportment, or forther among the make required to the paying Interest to the extent approximation of the paying that the holder may capitalize such interest to the extent paying the batter to the paying the first that he holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize such interest to the extent paying the first that the holder may capitalize the first that the permitted by the Act.

Origination Fee and Guarantco,Fee

For each loan, the identil government charges an origination for each loan, the identil government charges an origination fee equal to the amount required by the Act. The gluranty agency that gearants as my loans (a) the gluranter) may charge a guaranter is en hot to exceed a maximum amount appealed in the Act. I will pay these less, as identified in the disclosure statement, which will be deducted proportionately from each distrustment of any loans(s). I understand the designation and quarantee less are refundable only if a disburstment is cancelled or repaid in this within 120 days of disburstment.

Late Charges and Collection Costs

If I still to make any part of an installment payment within 10 days after it becomes due, the holder may collect from me a late charge and to recogn 6%, of each jot lastallment. If I default on a loan(s), I shall pay reasonable collection fees and costs, plus count costs and attorney less.

Repayment

I am obligated to repay the full shidden of thirliban(s) and "C"."

accound interest. Federal Stations Learn have a repayment prace
period, usually until six months after I and enrollment as at least
a half-time student it are original school. My grace period was de

a half-lime stocked at an erigible school. My price period will be disclosed in my discribium statement.

I will repay the principal of my loan(s) in pariodic instatiments during a repayment period(s) that begins on the day immediately following the and of my grace period. My principal repayment, period for sear (loan generally latis five years but may pot expect 10 years, exclusive of any period of determant or forbatance.

The holder of my loan(s) will provide me with a repayment schadule that lightifies my phyment amounts and due dates.

The midihum abausa payment required on all my Federal Stafford, PLUS, and SLS Loans is SCOO or the amount of interest five and psyabla, whichever is larger. If I am edipole and I: _______ request it, my lender must provide me with a graduated or request it, my lender must provide me with a graduated or request it. provisions of the Act.

provisions of the ACC.

Hy repayment schedule may lacked all of my Federal Family
Education Loans that are owned by the holder of this fiole. I ... concepton Loans that all owined by the holder of this flots. I agree that the holder may grant me a forbest ance for purposes of algoring payment dates on my loads of the limite a deliquing that persists sign through I am making scheduled.

payments.

I may prepay all or any part of the unpaid balance on my loans at any lime without penalty. If I do not specify which loans I am prepaying, the holder will delegmine how to apply

N. 1. 180 Acceleration and Delauits

At the option of the holder, the entire unpaid balance shall become immediately due and payable upon the occurrence of any one of the following events: (i) I that to enroll as at least a half-time student at the school that certified my Application? (ii) I hall to use the proceeds of the total(s) solely for educational expenses; (iii) I make a false representation(s) that results in my technique loan(s) for which I am not eligible; or (iv) I delay on the loan(s).

Hecelving's loan(s) (of which I am not eligible or (h) I delays on the loan(s).

The following eyerias shall constitute a delays on a loan:

The following eyerias shall constitute a delays on a loan:

(i) I fail to pay the entire uhoald batings after the hoder has:

exercised its option under the preceding paragraph or (ii) I

fail to make installing payments when our, or fail to comply
with other terms of the lean(s), and the guaranter reasonably
concludes I no looper intend to honor my represent obligation,
provided my failure has persisted for at least 180 days for
payments due less:

""
(requestly than monthy. If defaut, the guaranter may objective intended to loan my
phropie batings and colection first will become intended to a new
phropie batings, and colection first will become intended to the

ducting payable.
If I detault, this will be reported to national credit bureau organizations and will algoriticantly and adversely affect my credit history. I acknowledge that a detault shall have additional advirse consequences to me as disclosed in the statisment of Borrower's Rights and Responsibilities. Following default, the located may be subject to income-conlingent repayment (Including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

Governing Law and Nortices

The igens of this Hote will be interpreted in accordance with the Higher Education Act of 1965, as amended [20, U.S.C. 1970] at acc), other applicable tederal studies and regulations, and the guaranter spotices. Applicable stale ist, except as preempted by federal law, may provide for certain borrower rights, and drienges in addition to those stated in this Note.

If this best is made by the school of if the proceeds of this loan are used to pay traiten and changes of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract of business arrangement, any holder of this your is subject to all claims and defense within a could assess agrainst the school. My recovery under this provision stable for succeed the amount I paid on this foint.

It inside in the state in which the principal effice of the guarantor is footted, the guarantor may sub to enforce this loan in the county is which the guarantor's office is located; However, if I object to being sund there and I mail awritibe objection to the guarantor that is postmarked no later thanhold days after I measured with the sunt, the guarantor with either have the books. Any holder required to be given to me will be effective if

inyresit.

Any notice required to be given to me will be effective if maked by first class mail to the latest address I have provided to the holder of this Noto, of it the holder reasonably detarmines that this address is no longer my address, to the latest address secured by the holder norm the Department of Education or other reliable sources. Failure by the holder to enforce or insist on compliance with any term on this lote shall not be a waiver of any right of the holder. No provision of this Note may be modified or waived except in writing. If any provision of this Note was that mandal in longs! provisions shall remain in Jorce;

Borrower Certification and Authorization ". I decize under penalty of perjury that the following, is true and correct:

19.24.8

- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and bestelland to made in good faith, ...
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least a half-time basis at the certifying school for the loan phriod cartifled on the Application 1 (3) I certify that the total amount of loans I receive upder this Mote will not exceed the attowable maximum under the Act.
- - Jocaliby that I'do not now own a retund on a Federal Pel Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program unous the reasts Persons coan Program (Actuding NDS) Learns), the Federal Discot Loan Program, or the Federal Family Education Loan Program (or FFELP" as defined in the statement of Botrower's Rights and Responsibilities) or il I am le default, I have made payment a arrangements that are satisfactory to the holder,
- (8) I authorize my school to pay to the holder my retund, that may be due to me, up to the amount of the loan(s).
- (II) I authorize the holder(s) of my losn(s), the ordering of their agents, to investigate my credit record and report information concerning my losn status to propel persons and organizations.
- (7) I authorize the release of information pertinent to 1 authoriza the reverse or understoon pertugent to this loane. (i) by the school, current holder, and this journation, or their agents, to members of my immediate family unless is subpit written directions otherwise; and, (ii) by and amongstoon my schools, lenders, guarantons, subsequent and the properties of Editertion and holders, the Department of Education, and their agents.
- (6) So that the control requested can be approved,

 Solutionize the Department of Education to
 end any information about me that is under
 its control, including information from the Free
 Application for Federal Student Aid, to state; agencies and represent organizations that and minister, timencial aid programs under I'M FFELP.

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Poor Source Original Document Retained

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School Certification . .

School Certification

I be provide that the borrower named on this

Application is accepted for corollment on at least a half-time
basis and is making satisfactory progress in a program that its
eighble for the loan type (a) cartified. I certify that the student
is an eligible borrower in accordance with the Act. I further
certify that the borrower's eligibitary for a Pell Grant has been
determined, that the borrower is not incurrented, and that the
borrower has been determined eligible for loan(is) in the
amount(s) certified. I further certify that the disbursament
schedule complies with the requirements of the Act and
herity authorite the guarantor to adjust disbursament dates.

If necessary to ensure compliance with the Act. I further certify that, based on records available and due inquiry,certify that, based on records available and due inquisy, in the borrower has met the legalizations of the Selective Service Act, that the borrower is not liable for an overpayment of any federal grant made under the Act, and that his information provides in the Borrower and the School Sections of the Application (including information supported in electronic formul is june, complete, and securate to the borrower with confirmation of any transfer of kinds the borrower with confirmation of any transfer of kinds. through EFT to the porrower's student account.

1/31/64

	y Note for V Guarantor	or Program Identification	300
Federal Stafford Loans (subs	dized and unsate dired	Northwest	Education . (206) 461-547
WAREHIE: Any person who impressely states a false clarence or microst promises which may include firms or impressed and make the United States	es an Original Core Balls form to subject to	LOUNE ASS	ociation 1-800-732-107
Borrower Section	1998		tly or type. Read the instructions carefuli
1. Last Name	EHAUNAUS, BANK	INT SA DA	
S. Permanual Street Address (II P.O. Box, see Instructions.)	SHAUNAV.3. BANK	, *	2113.
340 E PRICE ST	g Bg0) 385~5375	From: 5/98 Tet 7/98
PORT HADLOCK	Ushand a too ot The Dennis U	icense Humber (List state abb i	revision first)
7. Landay Harrim City	State Zip Dode B. Londer Co	ode, W knowin	9, Date of Birth (MonityDay/Year)
10. References: You must provide two separate references with	Offerent U.S. addresses. The first reference should b	e il gajeni or legal guardian ((Dying), Both references must be completed billy.
Humo 1. David 1	5 Snyder 2	Craddoc	c D. Verser
Permanent Address 27.85	beach Dr.	Cosle Lak	e St. Ste 200
	04-9044	(360)3)	NNSTHO, 10A. 98368
Protestantalis to Bostower . Direction		AHorney	I fri rud
Loan Assistance Requested			
\$1. I sequent the following foan type(s), to the extent I am eff	ible (see Instructions):	a. Subsidized Federal Statio	to 🗖 K Žiustopskipsog Ledelsny Spattoug
12. I request a local amount under these loan types not to ex- My school will cardly my eligibility for each loan type for	ead (see lostructions for loan maximums);	••	\$ 43700
other details of my loun(s) will be described to me in a di	closure statement.		
 If I check yes, I am requesting postponement (determent) SLS loan(s) during the in-school and grace periods. If I c 	hack no, I do not want to defer repayment.	a. Yes, I want a deferment	b. No, I do not want a deferment
14. If I check yes, I am requesting that the lender add the late prior SLS loss(s) which approve during the le-school and	rest on my ensubsidized Stafford arts determent periods, to my loan principal (1)*	a. Yes, I want my Interest o	phistized . D b. Ho, I prefer to pay the laterest
(capitalization). If I check no. I prefer to pay the interest.		4	
		*	
18. If my school participates in electronic funds transfer (ET, the loan proceeds received by ET to my student account. Promissiony Note Promiss to Pay: I promise to pay to the lender, or a subseque fees which may become due as provided in this Note. If I fall it fees. I understand I may cancel or reduce the size of any loan.		a. Yes, transfer funds ed (hereafter "loah" or "loans pay reasonable collection or cd," I understand that this is	Continued on the reverse side Continued on the reverse side Tunder the turns of this Hote, plus interest and other sits, including attorney's fees, court costs, and collection Promissory Note. Twill not sign this Note before
the form proceeds received by EFT to my student account.	at holder of this Promissory Note, all sums disbursons make payments on this Note when due, I will also by refusing to accept any disbursement that is issue white a white I is a make a white I is an entitled to an exact copy of the Additions of this Applications and Promissory Note, is	ed (herealtar "loah" or "loans pay reasonable collection to the traderstand that this is in Promissory Note and the is	Continued on the reverse side ") under the tarms of this Hote, plus interest and other sits, including attorney's fees, court costs, and collection Promissory Note. I will not sign this Hote before the mount in this and Respondibilities. My signature
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:Promissory Note: (continued)

Disclosure of Terms

This flots applies to subclidized and unsubsidized Federal Stationd Louis. I agree that the lender or any subsequent holder may assign my louist) and actnowledge that either louis may be assigned independently of the other louis to which this flots applied.

At or before the time of my first disturrement, the lender will send me a disclosure statement identifying additional terms of each loan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Hole.

Unless my leader notifies me in writing of a lower rate(s), the rate(s) of interest for my lean(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education Act of 1965, as amended, and applicable U.S. Department of Education Act of 1965, as amended, and applicable U.S. Department of Education Act of 1966, and the Act). The rate is presented in the scatement of Bornovier's flights and Responsibilities. It is not the Act of disturbement by the leader that they aming proposed a leader of disturbement by the leader that they aming proposed and the Act of disturbement by the leader to pay included the Act of disturbement by the leader of pay believed the Act of the A

interest payable by the reddril government under the Act.
Unless I have requested that the interest that accrues on my
unsubsidized reddril starford Loan be added to the principal
balance of my loan (reterned to as capitalization), I will begin
payments of interest upon disbursament. If I fail to make required
payments of interest upon disbursament. If I fail to make required
payments of interest upon disbursament. If I fail to make required
payments of interest upon disbursament, and for forbearance,
I agree that the holder may capitalize such interest to the extent
armitted by the Act. parmitted by the Act.

Origination Foe and Guarantee Fee

For each lost, the lederal povernment charges an oriolnition, its equal to the amount required by the Act. The guaranty spency that guarantees my loan(s) (the guaranter) may charge a guirantee itse not to exceed a modernium sensoral specified in the Act. I will pay these fees, as lemitided in the disclosure statement, which will be deducted proportionally from each disbursement of my loan(s). I understand the origination and oursantee fees are reductable only if a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I tall to make any part of an installment payment within 10 days after it becomes due, the holder may collect from ms a late charge not inspected (pix of each late installment. If I default on a locate), I flags payy (see a holde, paying and of each and obtains) from court costs and alterney fees.

Hepzyment

Repayment

I am obligated to repay the full amount of the toan(s) and taccould interest. Federal Stational Loans have a repayment grace period, usually until at months after I and elimiting that as at least a half-time studest at an eligible school. My brace period will be disclosed in my disclosure statement.

I will repay the principal of my loan(s) in pariodic installments during a repayment period(s) that begins on the day funnediately (bloowing the end of my grace period. My principal repayment period for each loan generally hats they wast but may mol accept 10 years, exchasts of any period of determent or forbearance.

The holder of my loan(s) will provide me with a repayment sendedule that Identifies my payment amounts and due dates,
The militimum annual payment required on all my Federal. Stationd, PluiS, and SLB Loans is \$600 or the amount of interest but and payable, whichever is larger. If i am eligible and the income sensitive repayment schedule consistent with the provisions of the Act.

By repayment schedule may include all of my Federal Family.

provisions of the Act.

Alter repayment schedule may include all of my federal Family -Education Leans that are owned by the holder of this Note.

Surred that the holder may grint me a fortherance for purposes of aligning phyment dates on my leans or to eliminate a definquency that persists even though I am making scheduled -nowments.

t may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the holder will determine how to apply the altername. the prepayment.

Arceleration and Dolault

At the posion of the holder, the entire unput distance shall become significance of any one of the following events: (i) I take to enough as at least a half-lime student at the school that bestined my Application; (ii) I take to true the processes of the founds solely for educational expenses; (iii) I make a false representation(s) that results in my receiving a local (s) for which I am not eligible; or (w) I default on the founds).

receiving a loan(s) for which I am not eligible or (b) I detault on the loan(s).

The following exeats aball constitute a default on a loan:
(I) I had to pay the entire unpaid batance after the holder has "exercised its option under the preceding paragraph; or (iii) I had to open the payments when due, or fail to comply with other interpret the kings, and the guarantor reasonably, concludes I no longer intend to honor my repayment obligation, provided my failure has exercised for a legal 180 (a) failure to provide my failure has exercised for payments due monthly or 240 days for payments due from the payments of th

Borrower's Rights and Responsibilities. Following detault, the loan(s) may be subject to income-contingent repayment (Including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

Governing Law and Notices

The terms of this Note will be interpreted in accordance with the Higher Education Act of 1985, as amended (20 U.S.O. 1970 et seq., that applicable federal statutes and reputations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights.

This loan is made by the school, or it the proceeds of this loan are used to payfultion and chaiges of a tor-profit echool that refers loan applicants to the lender, or that is affiliated with the lender by common control, confract, or business arrangement, any holder of this Note is subject to all cames and differentiable to your and the provision shall not exceed the amount lipad on this form. If I reside in this state in which the principal office of the guarantor is located, the guarantor may sue to enforce this found in the county in which the guarantor's office is located. However, it is object to being used there and it mails a which the guarantor that is spectrantor to the guarantor that is postmarked no later than 30 days after an served with the suff, the guarantor which the provision are served to the county in which the provision are served with the suff, the guarantor with the provision and served with the suff, the guarantor with the provision are served with the suff, the guarantor with the provision and served with the suff, the guarantor with the provision and development the deferitions are served with the suff, the guarantor with the provision and development to the classification and the sufficiency which it were or will despite the law with.

lawsuit.

Any notice required to be given to me will be affective if malled by first class mail to the latest address I have provided to the holder of this Note, or if the holder reasonably determines that this address is no longer my address, to the litest address secured by the holder from the Department of Education of other reliable scends. Failure by the holder to exforce or insist on compliance with any term on this Note shall not be a walver of any inches of the holder. No provision of this Note may be modified or walved except in writing. If any provision of this -those is determined to be unemforceable, the remaining - Provisions shall remain in force. Provisions shall remain in force.

Börröwer Certification and Authorization: I declare under penalty of pentury that the following : is true and correct:

- (1) I certify that the information equialized in the Borrower Section of the Application is true, complete, and correct to the best of any knowledge and belief and is made in good faith.
- (2) I certify that I will immediately repay any loan proceeds that exanct reasonably be attributed to-educational expenses for attendance on at least a half-time basis at the certifying achool for the loan period certified on the Application.
- (3) I ceitify that the total amount of loans I racelye trader this lots will not exceed the allowable maximaline under the Act.
- (4) Fornity that Ho not now owe a refund on a FY Federal PAS Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant, Supplemental Educational Opportunity Grant, and that fi am not now in detault on any loan received under the Federal Perkins Loan Program (Including MOSL loans), the Federal Direct Loan Program or the Federal Family Education Loan Program (or TFELP" as defined in the statement of Borrower's Rights and Responsibilities) or, If I am io default, I have made payment...
 arrangements that are satisfactory to the holder.
- (iii) I authorize my action to pay to the holder any retund, that may be due to me, up to the amount of the loan(s).
- l'authoriza the holder(s) of my loan(s), the quarantor, or their agents, to investigate sty credit record and report information concerning my loan status to proper persons and organizations.
- I authorize the release of information pertinent to rational bat least on morpolar projects of this loan; (I) by the school, current holder, and the guaranter, or their agents, to members of my immediate family unless I submit written directions otherwise; and (II) by and amongst my schools, lenders, guaranters, subsequent holders, the Department of Education, and their amongst their agents.
- their agents.

). So that the confes projected can be approved, a sixtholize their perantment of Education to send any information about me that is expected to control, including information from the Free Application for Federal Student Aid, to state agencies and acongress control organizations that administer financial and programs under UN HELP.

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School Certification

Remoot Corruncation

I be aby certify that the borrower named on this

Application is addepted for enrollment on at least a baif-time
basis and is making satisfactory propess in a program that is
eligible for the loan type(s) certified. I cuttly that the student
is an eligible borrower in accordance with the Ack. I further
certify that the borrower's eligibility for a Pell Grant has been
determined, that the borrower is not incurrented, and that the
borrower has been defermined eligible (of (claids) in the
amount(s) certified. I further certify that the disbursement
schedule compiles with the poulrements of the Act and
hersby authorize the quaranter to adjust disbursement dates

If necessary to ensure compilance with the Act. I further certify that, based on records available and due inquiry, the borrower has must the requirements of the Selective Service Act, that the borrower is not liable for an overseyment of any federal grant made under the Act, and that the information provided in the Bedrower and the School Sections of the Application (Including Information supplied in electronic formul is true, complete, and accurate to the best of my knowledge and helleft. I pract to provide the borrower with confurnation of any transfer of funds through EFT to the borrower's student account.

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U, S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #2 OF 2

SHAUNA SNYDER 1939 HARBOR SANDS LN FREELAND, WA 98249 Account No. XXXXX2113

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/13/20.

On or about 08/18/98 & 01/20/99, the BORROWER executed promissory note(s) to secure loan(s) of \$5,500.00 & \$624.00 from U.S.BANK, St. Paul, MN. This loan was disbursed for \$5,500.00 ON 08/18/98 AND \$624.00 ON 01/20/99 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by NORTHWEST EDUCATION LOAN ASSOCIATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 01/31/04, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$8,232.06 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 09/26/08 & 10/21/08, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$7,267.21

Interest: \$2,387.72

Total debt as of 01/13/20: \$9,654.93

Interest accrues on the principal shown here at the current rate of 4.66 % and a daily rate of \$0.92 through June 30, 2020, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 01/15/20

Litigation Support Unit

	-10-98 ₀ 50035	1872 (ERRC	JR) ELMI	RESOCOPIOCUS	iJ
Application and Promissor -ederal Statford Loans (subst -ederal Statford Loans (subst -ederal Statford Loans (subst -ederal Statford Loans (substitution of the property of the color	disad and insuhelatead	-Guzrantio or Progra			06) 461-5470 • 300-732-1077
Borrower Section 40 4 1996	Frei Name AUG		eášě print neálly (Ní	2 Social Security Number	
Personert Steel Address (PP.D. G. Grand Cons.)	7	4 Telephone Humber	35-5375	& Loan Period (Nonth/Ye Fromt 8/98	
PORT HADLOCK	WA 98339 ·	8. Oriver's License Núr NA	elverdde ekste ful j sedr	ion frat)	•
U. S. hart &		8. Lander Code, Visnoi 811 (4.9)	<u> </u>	9. Date of Birth (Money/Da	153
Permanera Address 19581 157 Oby, State, Zip Code: Poul Shot	Snyder ave NE 105 .wa. 99730 27-4507	2 Cm 2 70m 70m	idoock D to 2 Holosi Towns	Nerser nb end wa. 98 5-0235	·
Loan Assistance Requested 11. I request the following loan type(s), to the extent I am align	ibile (see lestructions):	(Z) a. Substi	ized Federal Stations	□ L Unsubsidized	Federal Stafford
 I request a total amount under these loan types not to sum. Hy school will certify my eligibility for each loan type for u other details of my loan(s) will be described to me in a dis 	vision I am applying. The amount ar	nums):	•		00, 00
IS. If I check yes, I am requesting postponement (deferment) SLS lean(a) during the in-school and grace periods. If I di	of repayment for my Stations and p	orior	vant a deforment	□ No, 1 do not w	ant a deferment
 If I check yes, I am requesting that the leader add the later prior SLS loan(s) which accross during the in-school and (capitalization). If I check no. I prefer to pay the interest. 	rest on my unsubsidized Stationd'an deferment periods, to my loan princ		rant my laterest capital	bed 🚨 🛦 No, 1 prefer to	pay the interest
iii. If my school participates in electronic funds transfer (EFT) the loan proceeds received by EFT to my student account.	, I surhorps the school to transfer	. D. a. Yea, b	unsfer funds .	🗖 a. No, do not tree	nafer funds .
Promissory Note			·	Continued on ti	o reverso side
Promissory Note Promiss to Pay: I promise to pay to the leader, or a subsequer Promise to Pay: I promise to pay to the leader, or a subsequer fees which may become due as provided in this Note. If I day to fees. I understand I may cancel or reduce the size of any loan it reading it, including the writing on the reverse acide, even if othe certifies I have read, understand, and agree to the terms and co the accompanying Borrower's Rights and Responsibilities state THIS IS A LOAN(S) THAT MUST BE REPAID.	o make payments on this Mole when by refusion to accept any disbursem truise advised. I am entitled to an e ndillons of this Application and Pro-	dur, I will also pay reaso ent that is issued. I unde pact copy of this Promiss	rable collection costs, i rstand that this is a Pro poy Note and the Borra he Borrawar Certificatio	nciuding attorney's fees, court or misseny Mota. I will not sign thi mer's Rights and Responsibilitie is and Authorization prioted on t	Interest and other costs, and collection is Note before is. My signature
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Promissory Note (continued)

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Disclosure of Terms

This Note applies to subsidized and unsubsidized Federal Stafford Loans. I agree that the lender or any subsequent holder may assign my loan(s) and acknowledge that either loan may be assigned independently of the other loan to which this Note applies.

At or before the time of my first disbursement, the lender will send me a disclosure statement identifying additional terms of statement of Sorrower's Rights and Responsibilities accompanying this Hole.

Unless my inder notifies me in writing of a lower rate(s), the rate(s) of laterest for my loan(s) are those specified in the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education reputations (confectively reterned to Submitted to the Act). The rate is presented in the statement of Education is the Act). The rate is presented in the statement of Education From the data of about seemed to the statement of Education from the data of abouts elected by the tengen uptil the bying figure close between the statement of Education for the Statement of Education

unsubsidized Federal Station Lean be added to the principal batance of my loan (referred to as capitalization), I will begin paying interest upon disbursement. If I fall to make respired payments of interest before the beginning of principal repayment, or during a period of authorized determent or followards or authorized determent or followards or authorized determent or followards. permitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the foderal government charges an origination fee equal to the amount required by the Act. The guaranty agency that guarantees my founds) (the guaranter) may charge a guarantee fee not to exceed a madmum amount specified in the Act. I will pay these fees, as lef mittled in the disclosure statement, which wid be deducted proportionality from each officerum of my founds). It understand the origination and organized fees are retundable only N a disbursement is cancelled or repaid in full within 120 days of disbursement.

Late Charges and Collection Costs

If I all to make any part of an installment payment within 10 days after II becomes due, the holder may collect from me a tate charge not to exceed 5% of each fale installment. If I detail on a lour(s), I shall pay regardable conjection fees and costs, plus court costs and altornly (see.

I am obligated to repay the full amough of the loan(s) and account interest. Federal Stations Loans have a repayment grace period, usually until six months after I and entoliment as at least

period, usually until six months after I and enrollment as at least a half-time student at an etipolie acheod. My grace period will be a disclosed in my disclosure statement.

I will repay the principal of my loan(s) is periodic Installments during a repayment periodic) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years out may not exceed ,10 years, exclusive of any period of determine or fortestance.

The holder of my loan(s) will provide me with a repayment schedule that identifies my payment amounts and due distanced that identifies my payment amounts of interest due and personal payment required on all my feeders!

24 Stafford, PLUS, and SUS Loans is \$500 or the amount of interest due and psychie, whichever is larger. If I am engotic and i, request it, my lander must provide me with a graduated or income-sensitive repayment schedule consistent with the provisions of the Act. provisions of the Act.

Lity repsyment schedule may include all of my Féderal Family

Education Loans that are owned by the holder of this Hots. I spree that the holder may grant me a forbearance for purposes of stoping payment clates on my loans on to eliminate a definition of the parallel spreads are though I am making scheduled

I may prepay all or any part of the unpaid balance on my leans at any little without penalty. If I do not specify which leans I am prepaying, the holder will determine how to apply the prepayment.

RECEIIVATER on a noite relection.

At the option of the holder, the épites of paid batance shall become immediately duriest paintle et la co-courrence of any one of the following events: (i) I stall to erroll as at least a half-time student at the school that certified my Application; (ii) I fall to use the proceeds of the loan(s) bothly for educitional expenser; (iii) I make a taits representation(s) that results in my receiving a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

The following events shall consider a default on a face.

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The following events shall constitute a details on a loane () I talk to pay the entire unpaid balance after the holder has exercised its option under the preceding paragraph; or (i) I i lail to make inside ment payments when due, or it at to comply with other lerge of [10] loan(s), and the quarantor reasonably concludes I no longer intend to bonor my repayment obligation, provided my stature has paratited for at least 180 days for professional and the control of the desired of the monthly or 240 days for payments due least , y controls of the control of the control of the desired of t The following events shall constitute a default on a four-

due and paryble.

(i) default, this will be reported to national credit bursals

(ii) default, this will be reported to national credit bursals

(ii) default, this will significantly and adversely affect my end it.

(ii) acknowledge list is default shall have additional solverse consequences to me as disclosed in the statement of Borrower's rights and Responsibilities. Following default, the loza(s) may be subject to income-confingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Hote will be interpreted in accordance with the Higher Education Act of 1965, as amended [20 U.S.C. 1070

the Higher Education Act of 1965, as smended [20 U.S.C. 1070 et sen.], other applicable federal statutes and regulations, and the quarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defentes in addition to those stated in this Note. If this ions is unade by the school, or if the proceeds of this ions are used to pay fullips and estarpss of a for-profil school that refers loss applicants to the fender, or that is attilisted with the lender by common control, contract, or business arrangement, any bedder of this Note is subject to all claims and defenses which I could assert against the school. By recovery under this provision shall not exceed the amount I paid on this loan.

If needle in the state in which the principal office of the customirch located, the outsintor may use to enjore this loan.

guarantor is located, the guarantor may sue to enforce this local in the county in which the guarantor's office is located. However, if object to being sued there and I mail a written objection to the guarantor that is postmarked on blate I flust 30 days after 1 am served with the said, the guarantor will clinical that 30 days after 1 transfer the suit to the county in which I are or will district the

Any notice required to be given to me will be effective if maked by first class mail to the latest address I have provided to the holder of this Note; or if the holder reasonably determines the holder of this Note-for it the holder-reasonably determines that this address is no longer my address, to the latest address secured by the holder from the Department of Education or other reliable source. Falluris by the holder to enforce or insist on compliance with any term on this Mote stati and be a waiver of any right of the holder. No provision of this Mote may be modified or waived except in writing. If any provision of this Note is determined to be unenforceable, the remaining amplified so that mention is force. provisions shall remain in force.

Borrower Certification and Authorization I declare under penalty of perjury that the following is true and correct:

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- (1) I certify that the information contained in the Borrower Section of the Application of true, complete, and correct to the best of my knowledge and belief and is made in good falts.
- (2) I certify that I will immediately repay any loan proceeds that cannot reasonably be attributed to educational expenses for attendance on at least ahalf-time basis at the certifying school for the loan period certified on the Application.
- (8) I certify that the total amount of loans I receive the under this Note will not exceed the allowable a machinelist sunder the Act.
- a no brutan a muo won ton oo liseli viitest (4) (a) [coding that i do not now we were much to a manage of the figure it has been been a formal opportunity of the first student incentive Grant and that the first student incentive Grant and that the first student on any loan received under the Federal Perkins Loan Program (Including NOSL loans); the Federal Oriect Loans (Including NOSL loans); the Federal Program, or the Federal Family Education Loan Program (or "FFELP" as defined in the statement of Borrower's Flights and Responsibilities) or, if I am In default, I have mode payment arrangements that are satisfactory to the holder.
- (S) I sutherize my school to say to the holder any refund, that may be due to me, up to the amount of the loan(s).
- (6) I authorize the holder(s) of my loan(s), the quarantor, or their spenis, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- I authorize the release of information pertinent to his loar. (I) by the school, current holder, and the guaranter, or their spents, to members of my immediate tamby unless I submit written directions otherwise; and, (II) by and amongst my schools, lenders, guaranters, subsequent bolders, the Department of Education, and
-) Go that the foroist requested can be approved, Standarbe the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and nonorolly organizations that administer financial aid programs whoer the FFELP.

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School Certification

I hereby carrily that the borrower named on this Thereby cartly that the borrower named on this Application is accepted for enrollment on at least a half-time basis and is making satisfactory progress in a program that is sligible for the loss type(s) certified. I certify that the student is an eligible borrower is accordance with the Act. I further cartly that the borrower's eligibity for a Ped Grant has been determined, that the borrower is not include and that the borrower has been determined eligible for loungs in the programming and that the borrower has been determined eligible for loungs in the programming and that the debrarement. amount(s) certified. I further certify that the disturnment schedule compiles with the requirements of the Act and hereby authorize the guarantor to adjust distursment dates

If necessary to ensure compliance with the Act, I further If necessary to ensure compliance with the Act. It surther certify that, based on proords available and due linquisy, the borrower has met the equifications of the Selective Service Act, that the borrower is not Uable for an over-payment of any federal grant made under the Act, and that the information provided in the Botrowers and the School Sections of the Application (Inchriding Information supplied in electronic format) is true, complete, and accurate to the best of my knowledge and better. If some to provide the borrower with confirmation of any transfer of funds through EFT to the borrower's stocket account.

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plication and Promissor	y Note for "	Guaranter or Progr			
deral Stafford Loans (subsk	dized and unsubsidized)	N	orthwest Edu	cation (206) 461-5470	
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mmenent Street Address (Y P.O. Box, see Instructions.)	1.4	4. Telephone Humber		Losn Period (Month/Year)	
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Relationship to Borrower		<u> </u>	Horney	rirne	
oan Assistance Requested		·			-
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I request a total amount under these loan types not to exce My echool will certify my eligibility for each loan type for w other details of my loan(s) will be described to me in a dis-			\$	624 .00	
other details of my loan(s) will be described to the to a dis- if I check yee, I am requesting postponement (deferment) SLS loan(s) during the in-school and grace periods. If I ch	of represent for roy Stafford and or	dor 🚗	wani a deferitera	b. No, I do not want a deferment	
If I chack yes, I am requesting that the lender add the inter- prior SLS load(s) which accrues during the in-school and o (capitalization). WI check no, I prefer to pay the interest.	est on my unsubsidized Stalland am	٠ . ــ	wast my interest capitalized	D b. No, I prefer to pay the laterest	
If my school numbringles in electronic famile transfer (FFT)	I azishorize the school to transfer	. (2) a Yes-tr	anater funds	D b. No. do not transfer tunds	
the lose proceeds received by EFT to my student account. rominsory Note				Continued on the reverse side.	
omitie to Peyr I promise to pay to the lender, or a subsequen se which may become due se provided in this Note. If I fail to se, I unidentated i may excels or reduce the size of say foan b ading it, including the writing on the reverse side, even it cabe	make payments on this Hole when writing to accept any disbursem	dus, I wil also pay (easo	ser loses of source unities us	a attempt feet more party and antesting	P P P
accompanying Borrower's Rights and Responsibilities state:	DOTO OUR OF TAXE WAS RECURDED BY A FALSE	zact copy of this Promisi missory Note, including t	rebus courceon costs, incusor, reland that this is a Promissor ory Nota and the Borrower's F he Borrower Cartification and A	Note, I will not sign this Note before ights and Responsibilities. My signature uthorization printed on the reverse side and	Poor Soun Document
accompanying Borrower's Rights and Responsibilities states IIS IS A LOAN(S) THAT MUST BE REPAID.	DOTO OUR OF TAXE WAS RECURDED BY A FALSE	zaci copy of this Promis missory Note, including t	rabae councies and services on rabad that this is a Promissor ory Note and the Borrower's F he Borrower Cartification and a Today's Date (Monthy)	ATTRICTATION PERSONS ON the reverse side and	oor Source O
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Promissory Note (continued)

STANFORK ST. P. S.

This Note applies to substituted and unsubstitued Federal Station Coans, I agree that the lender or any subsequent hotier may assign my founds) and acknowledge that either four may be assigned independently of the other four to which this field.

At or before the time of my first disbursement, the lander will send me a disclosure statement klentilying additional terms of each toan. Important additional information is also disclosed in the statement of Borrower's Rights and Responsibilities accompanying this Note.

A.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) are those specified in the Higher Education Act of 1965, as generated, and applicable U.S. Department of Education (Egulations (cpiletinely retirred to as the Act). The rate is presented in the statement of Education (Egulations (cpiletinely retirred to as highest and integrationary on takingcald principal belongs of Aught 1961 from the date of disbursement by the tender pull the unit is proposed balance is paid in full. I agree to gay a Mischinest charles on my unsubsidized federal Statement to the tender pull the unit is proposed to the part of the tender powerment under the Act.

Unless I have requested that the interest that accesses on my unsubsidized Federal Statement Comment under the Act.

Unless I have requested that the interest that accesses on my unsubsidized Federal Statement Loan be added to the principal bilance of my loan (retered to as capturization), I will begin paying interest upon disbursement. If I fail to make required payments of infered by the form the beginning of principal repayments, or during a period of authorized deferment or forbearance, I agree that the holder may capitalize such interests to the autent germitted by the Act.

Origination Fee and Guarantee Fee

For each loan, the federal government changes an origination ree equal to the amount required by the Act. The guaranty agency that guarantees my loan(s) (the guaranto) may change a quarentee fee not to exceed a maximum amount specified in the Act. I wild pay these less, as identified in the disclosure statement, which will be deducted proportionably from each offschorement of my loan(s). I understand the origination and guarantee fees are refundable only if a dispersement is cancelled or repute in full within 120 days of disbursement.

Late Charges and Collection Costs

If I sal to make any part of an lostal/ment payment within 10 days after it becomes due, the booker may collect from me a late charge not to exceed, \$72.0f each late installment. If I detaut on a loun(s), I shan pay reasonable charterion ters and costs, plus court costs and attorney fees.

Repayment

Repayment

I am obligated to repay the [ut] amount of the foan(s) and corred interest. Federal Stational Loans have a repayment grace period, usually until six months after I and emplained as at least a half-time student at as eligible school. My brace period interest as the last state of the control of my foan(s) in periodic installments during a repayment period(s) that begins on the day immediately following the end of my grace period. My principal repayment period for each loan generally lasts five years but may not exceed, 10 years, excitative of any period of determent or forbiarance.

The holder of my loan(s) will provide me with a repayment schedule that identities my payment amounts and due dates.

The minimum annual payment required on all my Federal Station, PLUS, and SLE Loans is \$600 or the amount of interest due and payable, whichever is larger. If it am eligible and I request it, my lender must provide me with a graduated or income reachive repayment schedule consistent with the provisions of the Act.

Alt repayment schedule may include all of my Federal Family for the fact.

provisions of the Act.

All repayment schedule may include all of my Féderal Family
Education Louis that are owned by the holder of this Rote. I
sprea that the holder may grant me a forbearance for purposes
of aligning payment dates on my loans or to eliminate a delinquency that persists even though I am making scheduled
payments.

I may prepay all or any part of the unpaid balance on my loans at any time without peraity. If I do not specify which loans I am prepaying, the holder will determine how to apply

At the option of the holder, the earlier unfield before shall become immediately due and payable upon the occurrence of any one of the following creates: (1) I all to enroll as at least a half-time student at the school that certified my Application; 1-2 (1) I tall to use the proceeds of the loan(s) solely for educational expenses; (10) I make a false representation(s) that results In my freehold a loan(s) for which I am not eligible; or (iv) I default on the loan(s).

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the load(s).

The following events shall constitute a piguill on at loans (i) ital to any the entire unould balance after the holder has exercised its option under the preceding paragraph; or (ii) ital to make installment preceding paragraph; or (iii) ital to make installment in honor my reparament obligation, provided my failure has parasited for at least 180 days for digital to the monthly or 200 days for payments due less for digital to make monthly or 200 days for gayments due less for digital physical payments at the nogital principal physical physical payments at the nogital physical physic

adverse consequences to me as discloted in the statement of Borrower's Rights and Responsibilities. Following delauts, the lozan(s) may be subject to income-conlingent repayment (including potential collection of amounts in success of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this flote will be interpreted in accordance with The farms of this flots will be interpreted in accordance with the Higher Education Act of 1905, as amended [20 U.S.C. 1970 et seq.], other applicable federal statistes and regulations, and the quarantor's policies. Applicable state taw, except as preempted by tederal taw, may provide for certain borrower rights, remedies, and detendes in addition to those stated in this Note.

"" Interstant's made by the school, or if the proceeds of this loan are used to gay tuition and charges of a for-profit school that refers loan applicants to the fender, or that is eithisted with the lender by common control, contract, or business arrangement, any holder of this Note is subject to all claims and decreases which I could assist a southed too. My recordary under

ment, any holder of this Mote is subject to all claims and defense which I could asked against the school. My recovery under this provision shall not accred the amount I juid on this loan.

If I reside in the state in which the principal office of the quarator is located, the operation may sure to enforce this loan in the county in which the guarantor's office is located. However, if object to but guarantor's office is located. However, if object to but guarantor's office is located. However, if object to but guarantor's office is located. However, if object to but guarantor's office is located. However, and the subject to the guarantor's office is located. However, and the subject to the county in which I does or will dynams the laws of the subject to the county in which I does or will dynams the laws of the subject to the county in which I does or will dynams the

Any notice required to be given to me will be effective if maked by first class mail to the latest address I have provided to the holder of this Hole, or if the bolder reasonably determines the notice of this Kisis, of II Vicholder reasonably determines that this eddress is no longer my address, to the letter address secured by the holder (rom the Department of Education or other reliable source. Fallow by the holder to enforce or Insist on compliance with any term on this Hole shall not be a waiver of any right of the holder. No provision of this Note may be modified or walved except in writing. If any provision of this Note is a waive of the committed or walved except in writing. If any provision of this Note is a waive of the committed or walved except in writing. If any provision of this Note is a waive of the committed or walved except in writing. , 1 131 provisions shall remain in Torce. .

Borrower Certification and Authoriza I declare under penalty of perjory that the follow is true and correct:

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- (1) I certify that the information contained in the Borrower Section of the Application is true, complete, and correct to the best of my knowledge and ballet and is made in good t
- (2) I certify that I will immediately repay any los proceeds that cannol responsibly be stiffully educational expenses for altendance on at its half-lime basis at the certifying school for th ioan period certified on the Application.
- (B) I certify that the total amount of loans I receive under this Note will not exceed the allowable maximums under the Act.
- (4) Tearly that do not now one a returd on a "Federal Fablarent, Basic Educational Opportung Grant, Supplemental Educational Opportunity Grant, Supplemental Educational Opportunity Grant and Typia not now in details on any joan received under the Federal Perikas Coan Program (including MDSL Joans, the Federal Direct Loa Program, of the Federal Family Education Loas Program (or "FFELP" as delicated in the statum; of Borroyer's Flioble and Resonationalists or "FFELP" as delicated in the statum. of Borrower's Rights and Responsibilities) or, If I am in delault, I have made payment arrangements that are satisfactory to the holds.
- (b) I authorize my school to pay to the holder any reland, that may be due to me, up to the amoor of the loan(s).
- I authorize the holder(s) of my loan(s), the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
- i authorize the release of information pertinent to this loans. (I) by the school, current bodder, and the guaranter, or their agents, to members of my immediate family unless I submit written directions otherwise; and, (II) by and amongst my schools, landers, guaranters, aubsequent holders, the Department of Education, and their amonts.
- (8) So that the loop (s) requested can be approved, bably free the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to state agencies and monorpill organizations that administer insertial sid programs under the Free Comments of the Comments of the Comments of the the Comments of th the FFELP.

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School Certification

I hereby certify that the borrower named on this Application is accepted for enrollment on at least a half-time Application is accepted for enrolment on at Max1 a half-time basis and is making satisfactory progress in a program that is seligible for the loan type(s) cartified. I cartify that the student is an eigible borrower in accordance with the AoL. I further cartify that the borrower's eligibility for a Pell Grant has been determined, that the borrower is not incarrerated, and that the borrower has been determined eligible for foun(s) in the amount(s) cartified. I further cartify that the disbursement acheduse complies with the requirements of the AoI and hereby authorize the guarantor to adjust disbursement dates If necessary to ensure compliance with the Act. I further certify that, based on records available and due legally, the borrower has met the prophenests of the Setactive Service Act, that the borrower is not liable for an over-payment of any federal grant made under the Act, and that the information provided in the Borrower and the School Sections of the Application (including information supplied in electronic formal) is true, complete, and accurate to the bost of my knowledge and based. I signer to provide the borrower with confirmation of any transfer of funds through EFT to the borrower's student account.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS	<u> </u>		DEFENDANTS		
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorneys (Firm Name, Address, and Telephone Number)				of First Listed Defendant (IN U.S. PLAINTIFF CASES ONDEMNATION CASES, USE TO FLAND INVOLVED.	
(c) Monteys (1 mm name, 1	raaress, and receptone rumoe	,,	, , , , , , , ,		
II. BASIS OF JURISDI	ICTION (Place an "X" in O	One Box Only)		RINCIPAL PARTIES	(Place an "X" in One Box for Plainti <u>f</u>
☐ 1 U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government)	Not a Party)		TF DEF 1 □ 1 Incorporated <i>or</i> Pr of Business In 1	
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizensh.)	ip of Parties in Item III)	Citizen of Another State	2	
			Citizen or Subject of a	3 🗖 3 Foreign Nation	
IV. NATURE OF SUIT					of Suit Code Descriptions.
CONTRACT 110 Insurance		PERSONAL INJURY	FORFEITURE/PENALTY 625 Drug Related Seizure	BANKRUPTCY 1 422 Appeal 28 USC 158	OTHER STATUTES 375 False Claims Act
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excludes Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation □ 220 Foreclosure □ 230 Rent Lease & Ejectment □ 240 Torts to Land □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement	□ 625 Drug Related Seizure of Property 21 USC 881 □ 690 Other □ 710 Fair Labor Standards Act □ 720 Labor/Management Relations □ 740 Railway Labor Act □ 751 Family and Medical Leave Act □ 790 Other Labor Litigation □ 791 Employee Retirement Income Security Act IMMIGRATION □ 462 Naturalization Application □ 465 Other Immigration Actions	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 835 Patent - Abbreviated New Drug Application □ 840 Trademark SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 375 False Claims Act □ 376 Qui Tam (31 USC 3729(a)) □ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and Corrupt Organizations □ 480 Consumer Credit (15 USC 1681 or 1692) □ 485 Telephone Consumer Protection Act □ 490 Cable/Sat TV □ 850 Securities/Commodities/ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information Act □ 896 Arbitration □ 899 Administrative Procedure Act/Review or Appeal of Agency Decision □ 950 Constitutionality of State Statutes
	moved from 3			erred from	
Proceeding Sta		Appellate Court	(specify)		Litigation - Direct File
VI. CAUSE OF ACTIO			lling (Do not cite jurisdictional stat	tutes unless diversity):	
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	DEMAND \$	CHECK YES only JURY DEMAND	if demanded in complaint:
VIII. RELATED CASI	E(S) (See instructions):	JUDGE		DOCKET NUMBER	
DATE		SIGNATURE OF ATTOR	NEY OF RECORD	DOCKET NUMBER	
EOD OFFICE LICE ONLY					
FOR OFFICE USE ONLY RECEIPT # Al	MOUNT	APPLYING IFP	JUDGE	MAG. JUI	OGE
AECEIFI# AI	MOONI	AFFL I ING IFF	JUDGE	MAG. JUL	<u></u>

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- **I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)

- III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.
- V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date. Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.

Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.

PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

- VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases. This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

United	STATES	DISTRICT	Court
		DIDING	\mathbf{c}

	for the
Di	istrict of
Plaintiff(s) V. Defendant(s))))) Civil Action No.)))
SUMMONS I	N A CIVIL ACTION
To: (Defendant's name and address)	
A lawsuit has been filed against you.	
are the United States or a United States agency, or an offi	you (not counting the day you received it) — or 60 days if you icer or employee of the United States described in Fed. R. Civ. nswer to the attached complaint or a motion under Rule 12 of icon must be served on the plaintiff or plaintiff's attorney,
If you fail to respond, judgment by default will be You also must file your answer or motion with the court.	e entered against you for the relief demanded in the complaint. CLERK OF COURT
Date:	
	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

	This summons for (no	me of individual and title, if an	yy)		
was rec	ceived by me on (date)		·		
	☐ I personally served the summons on the individual at (place)				
			on (date)	; or	
	☐ I left the summons	I left the summons at the individual's residence or usual place of abode with (name)			
	, a person of suitable age and discretion who resides there,				
	on (date)	copy to the individual's last known address; or			
	☐ I served the summ	, who is			
	designated by law to accept service of process on behalf of (name of organization)				
			on (date)	; or	
	☐ I returned the summons unexecuted because			; or	
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		
	I declare under penal	declare under penalty of perjury that this information is true.			
Date:					
		_	Server's signature		
		_	Printed name and title		
		_	Server's address		

Additional information regarding attempted service, etc: